

MR01

Particulars of a charge

200474/13

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFili
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument is not a legal charge. Use form MR02

FRIDAY



A09

A4CAT1JE

24/07/2015

#290

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1

Company details

Company number 09648578

Company name in full Binum Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 07/07/2015

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Hudson Capital Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

The leasehold property known as Apartment 7, Corinthia Residences, 10 Whitehall Place, London SW1A 2BD

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Withers LLP

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Christine Blackman

Company name Withers LLP

Address 16 Old Bailey

Post town London

Country/Region

Postcode E C 4 M 7 E G

Country United Kingdom

DX DX 10 London, Chancery Lane

Telephone +4 (0)20 7597 6427



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9648578

Charge code: 0964 8578 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2015 and created by BINUM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2015.

Q

Given at Companies House, Cardiff on 30th July 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 7 July 2015

- (1) BINUM LIMITED
- (2) KAIRAT ITEMGENOV and DANA NURGALIYEVA
- (3) HUDSON CAPITAL LIMITED

7
RE Apartment 7, Corinthia Residences, 10 Whitehall Place London SW1

NPL

I HEREBY CERTIFY THIS TO BE A
COMPLETE AND TRUE COPY OF
THE ORIGINAL

Withers
WITHERS ^{LLP}
16 OLD BAILEY
LONDON EC4M 7EG SOLICITOR

✓

Citilegal International Limited
1 St Andrew's Hill
London EC4V 5BY

THIS LEGAL MORTGAGE is made the *7th* day of *July* 2015

BETWEEN

- (1) **Binum Limited** of Apartment ~~47~~, Corinthia Residences, 10 Whitehall Place, London *W1A* SW1A 2BD ("**the Chargor**"), and
- (2) **Hudson Capital Limited** (incorporated in St Vincent and the Grenadines registration number 22744 IBC 2015) whose address for service in England and Wales is 1 St Andrew's Hill, London EC4V 5BY ("**the Lender**")

WITNESSES as follows -

1 Definitions

In this Legal Mortgage -

- 1 1 the clause headings do not form part of this Legal Mortgage and shall not be taken into account in its construction or interpretation,
- 1 2 the expressions "the Borrower" and "the Lender" shall include their respective successors in title and assigns,
- 1 3 "**the Property**" means the Property described in the Property Schedule hereto,
- 1 4 "**the Borrowers**" means Kairat Itemgenov and Dana Nurgaliyeva
- 1 5 "**Interest**" means interest at the rate or rates from time to time agreed between the Borrower and the Lender,
- 1 6 "**Loan Agreement**" means the loan agreement between the Lender, the Chargor and the Borrowers of even date by which the Lender agreed to lend on the terms thereof to the Borrowers the monies required by the Borrowers to complete the purchase of the Mortgaged Property
- 1 7 "**Loan**" means the principal of the Loan made available by the Lender to the Borrowers pursuant to the Loan Agreement together with all interest thereon as provided for in the Loan Agreement
- 1 8 "**the Secured Liabilities**" means the Loan and all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity which may now or at any time in the future be due owing or incurred by the Borrowers to the Lender in whatever currency including without limitation Interest and Expenses arising under the Loan Agreement and those due owing or incurred under this Legal Mortgage,

- 1 9 **"Expenses"** means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Borrowers or this Legal Mortgage and the preparation negotiation and creation of this Legal Mortgage and/or in relation to the Mortgaged Property (as hereinafter defined) and/or breach of any provision of and the protection realisation or enforcement of this Legal Mortgage in each case on a full indemnity basis

2 Covenant to Pay

The Borrowers covenant with the Lender as set out below

- 2 1 The Borrowers covenant with the Lender that the Borrowers will pay to the Lender or discharge free from any legal or equitable right of set-off all Secured Liabilities on the due date or dates for payment or discharge or in the absence of an agreed or specified due date immediately on demand by the Lender
- 2 2 If the Borrowers fails to discharge any Secured Liability when due the Borrowers shall pay to the Lender on demand interest on such Secured Liability in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability becomes due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of the Lender to the extent that it shall remain unpaid
- 2 3 This Legal Mortgage is intended to secure further advances but the Lender is not obliged to make them

2.4 Costs charges expenses and other liabilities

- (a) The Borrowers covenant with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all Expenses and all other costs charges expenses and liabilities paid or incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Legal Mortgage (including all commission legal and other professional costs and fees and disbursements and VAT on them)
- (b) Without prejudice to the generality of the provisions of that clause the Borrowers' liability under clause 2 4(a) will include not only those costs charges expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also those incurred in relation to incidental to or arising out of
- (i) the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this Legal Mortgage,
- (ii) the contemplation and institution of all proceedings and other action (whether against the Borrowers or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Legal Mortgage,
- (iii) the exercise or contemplated exercise of any power right or discretion conferred by this Legal Mortgage or by law on the Lender or on any receiver,

- (iv) any default by the Borrowers in compliance with the obligations imposed by the terms of this Legal Mortgage or associated with it,
- (v) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower, and
- (vi) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security created by this Legal Mortgage

2.5 Enforcement Events

If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Lender and the Lender shall cease to be under any further obligation to the Borrower

- 2 5 1 the Borrowers fail to pay any of the Secured Liabilities when due, or
- 2 5 2 any interest or other sum payable under this Legal Mortgage is not paid within 14 days of becoming due, or
- 2 5 3 the Borrowers fail to comply with any term condition covenant or provision of or to perform any of its obligations or liabilities under this Legal Mortgage or any associated or collateral security, or
- 2 5 4 any representation or warranty given by or on behalf of the Borrowers to the Lender is or becomes incorrect, or
- 2 5 5 any judgment or order made against the Borrower by any court is not complied with within 14 days, or
- 2 5 6 the property of the Borrowers becomes subject to any forfeiture or execution distress sequestration or other form of process, or
- 2 5 7 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this Legal Mortgage or any other property of the Borrowers, or
- 2 5 8 the Borrowers or either of them is or becomes, or is adjudicated or found to be bankrupt or insolvent or suspends payment of his or her debts or is (or is deemed to be) unable to or admits inability to pay his or her debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of his or her creditors generally or proceedings are commenced in relation to the Borrower under any law regulation or procedure relating to reconstruction or adjustment of debts, or
- 2 5 9 the Borrowers or either of them shall die or become mentally incapacitated, or
- 2 5 10 if an order for compulsory acquisition or requisition of the Property shall be made and confirmed and the same shall in the opinion of the Lender materially affect the value of the Property as a whole, or
- 2 5 11 notice shall be received by the Lender of determination or revocation of any guarantee in respect of the obligations of the Borrowers to the Lender, or

2 5 12 anything analogous to any of the events specified in Clauses 2 5 6, 2 5 7, 2 5.8 and 2 5 9 occurs under the laws of any applicable jurisdiction

3 Charge

The Chargor hereby charges as security for the liabilities of the Borrowers to the Lender pursuant to this Legal Charge and the Loan Agreement, with full title guarantee the following (together referred to as **"the Mortgaged Property"**):

3 1 by way of legal mortgage the Property and all covenants and rights in relation thereto, and

3 2 by way of fixed charge -

- (a) all the fixtures and fittings of the Borrowers from time to time attached to the Property
 - (b) all the plant and machinery of the Borrowers present and future at the Property not disposed of in the ordinary course and all associated warranties and maintenance contracts
 - (c) all furniture furnishings equipment tools and other chattels of the Borrowers now and in the future at the Property and not disposed of in ordinary course
 - (d) all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property
 - (e) the shares of the Borrowers or the Chargor in any Management company or landlord of the Property or the building of which it forms part
- as a continuing security to the Lender for the discharge on demand of the Secured Liabilities

4 Borrowers' representations and warranties

The Borrowers represent and warrant to the Lender that

- 4 1 the present use of the Property is a permitted use within the provisions of the Town and Country Planning Act 1990
- 4 2 the Borrowers have not and will not carry out any operation upon the Property or put the Property to any use which is a development within the provisions of the Town and Country Planning Act 1990 and in respect of which any requisite permission has not been obtained or any valid enforcement order may be made;
- 4 3 the Borrowers have and will comply with environmental law and in particular (but without prejudice to the generality of that representation and warranty) that no hazardous or toxic materials substances pollutants contaminants or wastes have at any time released into the environment or deposited discharged displaced or disposed of at or near the Property
- 4 4 the execution of and the observance and performance of its obligations under this Legal Mortgage does not and will not contravene any other charge mortgage lease loan facility or other agreement,

5 Borrowers' Covenants

The Borrowers hereby covenant with the Lender during the continuance of this security -

- 5 1 to keep the Mortgaged Property in a good and substantial state of repair and condition and not to make any substantial or material alterations to or pull down or remove any building or erection (whether or not in the course of construction)

for the time being forming part of the Mortgaged Property without the previous consent in writing of the Lender,

- 5 2 to insure or procure that insurance is maintained in relation to the Mortgaged Property on terms, for amounts and with insurers acceptable to the Lender and to keep the Mortgaged Property insured in the joint names of the Borrowers and the Lender against such risks and in such office and for such amounts as the Lender may from time to time require Provided that where the insurance of the Property is effected by the Landlord under the Lease the Lender shall not require the Borrowers to effect separate insurance of the Property so long as such insurance complies with the provisions of this clause and is on terms satisfactory to the Lender,
- 5 3 if (in the opinion of the Lender) the Borrowers fail adequately to repair and to maintain the Mortgaged Property or fails to insure it in accordance with the Lender's requirements the Lender may do so at the Borrowers' expense and without in the case of repair and maintenance becoming liable as a mortgagee in possession,
- 5 4 not to grant or agree to grant any other charges over or affecting the Mortgaged Property of whatsoever nature without the previous written consent of the Lender,
- 5 5 duly and punctually to observe and perform all covenants and stipulations and conditions affecting the Mortgaged Property and all obligations affecting the same under any present and future statutes or under any regulations orders or notices made or given thereunder and if the Borrowers fail to perform any of the same the Lender may do so at the Borrowers' expense and without becoming liable as mortgagee in possession,
- 5 6 not without the consent of the Lender to carry out on the Mortgaged Property any development for which planning permission is required nor to make any application for any planning permission or listed building consent nor otherwise implement any planning permission or listed building consent,
- 5 7 within seven days of receipt of the same to send to the Lender a copy of any notice or notices issued or sent to the Borrowers in respect of the Mortgaged Property and to take such action in respect of any matters referred to in such notice as the Lender may in its absolute discretion require,
- 5 8 that they shall not without the prior consent of the Lender part with possession of transfer sell lease or otherwise dispose of any interest in the Mortgaged Property or any part thereof nor attempt nor agree so to do,
- 5 9 that they shall not do or cause or permit there to be done any thing which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security hereby created or permit any person to become entitled to any proprietary right or interest which might affect the value of the Mortgaged Property or any part thereof,
- 5 10 that they shall not cause or permit without the prior written consent of the Lender any person to be registered as proprietor under the Land Registration Acts of the Mortgaged Property or any interest therein nor without such consent shall the Borrower cause or permit there to arise any interest in respect of the

Mortgaged Property which is included in Schedules 1 and 3 (as amended by Schedule 12) of the Land Registration Act 2002,

- 5 11 that they and the Chargor shall deposit with the Lender and permit the Lender during the continuance of this security to hold all deeds and documents of title and insurance policies relating to the Mortgaged Property,
- 5 12 that they shall not without the prior written consent of the Lender vary or accept a surrender (or agree to do so) or otherwise deal with any lease of the Mortgaged Property or part thereof or agree to any rent review and that it shall procure the payment of rent reserved by and the observance and performance of the terms, covenants, stipulations and conditions contained in all leases of the Mortgaged Property or any part thereof derived out of the Borrowers' interest and that it shall observe and perform the terms covenants stipulations and conditions on its part thereunder,
- 5 13 that they shall at all times acquire and maintain all relevant permits, licences, authorisations, consents or other approvals required by any laws, directions, regulations, codes of practices, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions (together "**Environmental Laws**") by virtue of its ownership, use or occupation of the Mortgaged Property and will comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and will not do or permit any act or omission whereby any permit licence authorisation consent or other approval required by any Environmental Law may be varied or revoked,
- 5 14 that they shall keep the Lender (and every Receiver, attorney, manager, agent and/or other person duly appointed by the Lender hereunder) fully and effectually indemnified from and against all liabilities losses (including consequential losses) costs charges and expenses caused wholly or partly directly or indirectly by breach contravention or violation of any Environmental Law, the making of a claim in relation thereto, and all liability in relation to the remedying or making good of any such breach contravention or violation of any Environmental Law,
- 5 15 the Borrowers shall without undue delay from the date of demand and at their own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Mortgaged Property and give all notices orders and directions which the Lender may require for perfecting or protecting this Legal Mortgage and/or the priority of this Legal Mortgage or for facilitating the realisation of the Mortgaged Property or any part thereof or the exercise of any of the rights vested in the Lender or the Receiver (as defined below),
- 5 16 the Borrowers will punctually pay and indemnify the Lender against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Mortgaged Property or any part of it,
- 5 17 the Borrowers will ensure that any legislation regulations or bye-laws for the time being in force applicable to the Mortgaged Property are complied with in all respects,

- 5 18 to keep the Lender (and any Receiver) fully and effectively indemnified from and against all actions proceedings costs charges claims demands expenses and liabilities (including Value Added Tax and any other taxes, and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations representations warranties or undertakings on the part of the Borrower contained in this Legal Mortgage or the making good of any such breach or non-observance or non-performance
- 5 19 where the Property is leasehold or subject to any lease agreement for lease or tenancy (referred to below as the "occupational lease"),
- (a) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor;
 - (b) to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease,
 - (c) not to waive release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review without, in each case, the written consent of the Lender;
 - (d) if the Borrowers shall receive any notice served under section 146 of the Law of Property Act 1925 or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Borrowers shall give immediate notice of such event in writing to the Lender and at the request of the Lender the Borrowers shall take such steps (at the Borrowers' own expense) as the Lender may in its absolute discretion require

6 Remedies

It is hereby further agreed and declared as follows -

- 6 1 the statutory powers of sale of appointing a receiver and other powers shall be exercisable at any time after the monies and liabilities hereby secured or any of them shall have been demanded and Section 103 of the Law of Property Act 1925 shall not apply to this security
- 6 2 the Borrowers shall not be entitled to exercise any statutory or other powers of leasing or of accepting surrenders of leases conferred on a mortgagor in possession nor shall the Borrowers (without the previous written consent of the Lender) part with or share possession of the Mortgaged Property or any part thereof or grant any licence right or interest to any person allowing such person to occupy or use the Mortgaged Property or any part thereof
- 6 3 all costs charges and expenses incurred by the Lender in exercising any of its rights or powers hereunder of whatsoever nature shall be recoverable from the Borrower as a debt on demand and until payment shall be charged on the Mortgaged Property

- 6 4 at any time after payment of the whole or any part of the monies hereby secured has been demanded and any part thereof remains unpaid the Lender is hereby authorised as agent for the Borrowers to remove store sell or otherwise deal with any goods or chattels on the Mortgaged Property (other than those goods or chattels belonging to independent third parties) which the Borrowers shall fail or refuse to remove from the Mortgaged Property within 14 days of being requested so to do by notice from the Lender and the Lender shall not be liable for any loss or damage occasioned to the Borrowers The Borrower shall indemnify the Lender against all expenses incurred by it in relation to such items and Lender shall account to the Borrower for the proceeds of any such sale after deducting any such expenses
- 6 5 at any time after payment of the whole or any part of the moneys hereby secured has been demanded the Lender (whether or not in possession of the Mortgaged Property) and any receiver from time to time appointed by the Lender ("**the Receiver**") may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Lender and/or the Receiver under or by virtue of this Legal Mortgage or by statute or otherwise
- (a) to take possession of collect and get in the Mortgaged Property and to manage the same,
 - (b) to sell exchange surrender deal with convert into money and realise the Mortgaged Property or any part or parts thereof or any estate or interest therein and convey assign or transfer the same and to do so with such rights and subject to such exceptions reservations and covenants as may be considered necessary or expedient and for the purposes of realisation to convey assign or transfer the same to any person or company whether in consideration of payment or not or in exchange for shares or other property or voluntarily without payment or any other consideration Plant machinery and other fixtures may be severed and sold separately from the premises containing them and the Receiver (or the Lender) may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Borrower,
 - (c) to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences over or for the benefit of the Mortgaged Property as may be considered expedient,
 - (d) to grant any lease or tenancy of the Mortgaged Property or any part thereof for any term whether commencing at once or at any future date at any or no rent and with or without any fine or premium and generally on such terms as may be considered expedient (and sub-section (19) of Section 99 of the Law of Property Act 1925 shall not prevent the Receiver from exercising such powers without the need for any delegation by the Lender),
 - (e) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted,
 - (f) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease,

- (g) to promote either alone or with others any company (i) for the purposes of taking a conveyance or transfer or assignment or lease of or other interest in the Mortgaged Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so and/or (ii) in connection with or for the furtherance of all or any of the powers herein contained as may be considered expedient,
- (h) if the Property is leasehold to vary the terms of or surrender the Lease and/or to take a new lease of it or of any part of it on such terms as it shall think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal Legal Mortgage over any such new lease in favour of the Lender in such form as the Lender may reasonably require,
- (i) to carry out any new works or complete any unfinished works of building alteration reconstruction or furnishing of the Mortgaged Property or any part thereof or the installation or provision of any plant machinery equipment or service,
- (j) to utilise any moneys at any time or from time to time received by the Receiver in his capacity as receiver of the Mortgaged Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109(8) in its application hereto is hereby varied accordingly,
- (k) to utilise any moneys at any time or from time to time received by the Lender for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payment or application by the Lender in its capacity as mortgagee or as attorney or otherwise,
- (l) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this clause in such manner including the creation of new mortgages or charges of the Mortgaged Property (whether or not having priority to the charge hereby created) as may be considered expedient,
- (m) to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Mortgaged Property or its use or development or the business comprised therein as may be considered necessary or desirable,
- (n) to employ solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen and others and purchase all proper materials as may be considered expedient,

- (o) to effect indemnity insurance and other like insurances and obtain bonds for any purpose connected with the development or realisation of the Mortgaged Property,
 - (p) to take or defend or otherwise join in any proceedings concerning or incidental to the Mortgaged Property or to any of the foregoing powers,
 - (q) to make any arrangement or compromise or enter into any contracts which may be thought expedient in the interest of the Lender,
 - (r) to do all such other acts and things as may be considered necessary or desirable for the management or realisation of all or any part or parts of the Mortgaged Property,
- 6 6 The Borrowers irrevocably appoint the Lender and any duly authorised officer of the Lender and the persons deriving title under it and the Receiver severally as attorneys of the Borrowers to exercise any of the foregoing powers and any other powers conferred by this Legal Mortgage for and in the name and on behalf of the Borrowers
- 6 7 The foregoing powers may be exercised at any time after payment of the whole or any part of the monies hereby secured has been demanded -
- (a) by the Lender or any duly authorised officer of the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Borrowers for and in the name and on behalf of the Borrowers,
 - (b) by the Receiver for and in the name or on behalf of the Borrowers (so far as the law permits),
 - (c) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver or the Borrower as the case may be and any such exercise by such substitute delegate or attorney shall be treated by the Borrowers and shall be effective in all respects as an exercise by the Lender or by the Receiver as the case may be
- 6 8 Any attorney appointed hereunder (including any such substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereby or by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Lender or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers
- 6 9 The powers of attorney hereby given are given by way of security for the performance of the Borrowers' obligations and for the Lender's rights under the Legal Mortgage hereby created
- 6 10 The Lender's power of appointing a receiver of the Mortgaged Property shall be exercisable whether or not there is any income arising from the Mortgaged Property

6 11 Any costs and expenses and liabilities incurred by the Lender the Receiver or any attorney appointed hereunder (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Mortgaged Property in addition to the moneys hereby secured and if not under the provisions of the charge hereby created immediately owing by the Borrowers to the Lender shall be so treated as immediately owing and payable on demand

6 12 This Legal Mortgage is in addition to any other security present or future held by the Lender for the Borrowers' obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

7 Registration

The parties hereby agree to apply to the Land Registrar (and hereby so apply) for a restriction in the following terms to be entered upon each of the registers of title relating to the Mortgaged Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Hudson Capital Limited referred to in the charges register or their conveyancer "

8 Lender's Obligations

8 1 In no circumstances shall the Lender be liable to account to the Borrowers as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Lender

8 2 The Lender shall be under no obligation to take any steps or institute any proceedings for the recovery of the debts and moneys hereby charged and in no circumstances shall the Lender be liable to the Borrowers or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Mortgaged Property or from any act default omission or misconduct of the Lender or the Receiver or the officers employees or agents or any of them in relation to the Mortgaged Property or in connection with this Legal Mortgage

9 Notices

9 1 (a) a demand or notice by the Lender under this Legal Mortgage shall be deemed to have been properly served on the Borrowers if delivered to the address of the Property and in the case of the Chargor on an officer of the Chargor or on the agent for service of the Borrowers or any one of them or by first class letter post by international courier or by fax addressed to the Borrowers at or by delivery to its registered office, last known address or to or at the address given for its agent for service in England

(b) Service shall be deemed to be effected

(i) at 10 am on the second business day immediately following the day of posting or dispatch if given by first class letter post or by international

courier irrespective of the time or date of actual delivery or of lack of delivery,

(ii) when dispatched if given by fax, and

(iii) when left at the property concerned if delivered

(c) The methods of service described in clause 14.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196

(d) If the expression "the Borrowers" includes more than one person service on any one person shall be deemed to constitute service upon all such persons

9.2 A demand or notice to be served on the Lender under this Legal Mortgage shall be served at its address for service in England referred to in this Legal Mortgage or such substitute address notified in writing by the Lender to the Borrower

10 Severability

Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

11 Statutes

Any reference herein to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

12 Governing Law and Jurisdiction

12.1 Governing law

This legal mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

12.2 Jurisdiction

The parties to this legal mortgage irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal mortgage or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrowers in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

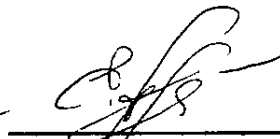
IN WITNESS whereof this Legal Mortgage has been duly executed as a Deed and delivered the day and year first above written.

Signed as a Deed by PAUL SIMMS



as director and authorised signatory for
Binum Limited in the
presence of:

Signature of Witness: Elena Atyudina



Name:

Elena Atyudina

Address:

16 Clarendon House
50 Trinity Church Road
London SW13 8EL

Occupation:

Lawyer

Signed as a Deed by **Kairat Itemgenov**



In the presence of

Signature of Witness



Name

DINA NURGALIYEVA

Address.

Mustaphina str 83/4, apt 79
Almaty city

Occupation

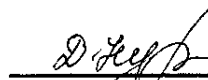
Teacher

Signed as a Deed by **Dana Nurgaliyeva**



In the presence of

Signature of Witness



Name:

DINA NURGALIYEVA

Address:

Mustaphina str 83/4, apt 79
Almaty city

Occupation

Teacher

Shewell -

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THE PROPERTY SCHEDULE

The Property

All that leasehold property known as Apartment 7, Corinthia Residences, 10 Whitehall Place London SW1A 2BD pursuant to a Sub-lease granted by 10 Whitehall Place Limited to Binum Limited for a term of 999 years less 3 days from and including 9 April 2014 to be the subject of a new registration where the Landlord's Title number is NGL943167 together with the right to use one car parking space, one bicycle space and one storage area as granted by the said Sub-Lease and together with the rights granted by a Deed of Covenant and Access and Licensing Agreement of even date with the Sub-Lease reserving rights to the tenant as tenant of the Property N12✓